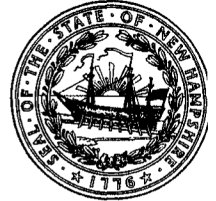




The State of New Hampshire
Department of Environmental Services



Michael P. Nolin
Commissioner

June 15, 2005

AAA Realty, LLC
Attn: Ashoke Rampuria
20 Northwest Avenue, #230
Nashua, NH 03079

Re: Docket No. AF 04-052 Motion to Accept Settlement Agreement

Dear Mr. Rampuria:

Enclosed for your records is a copy of the Motion to Accept Settlement Agreement in the above-captioned matter executed by Anthony P. Giunta, P.G., Director of the Waste Management Division, and accepted by Commissioner Michael P. Nolin on June 15, 2005.

On behalf of the Department of Environmental Services, thank you for your cooperation in resolving this matter.

Sincerely,

COPY
Michael J. Scalfani
Legal Assistant

cc: Anthony P. Giunta, PG., Director, Waste Management Division
Gretchen R. Hamel, Administrator, DES Legal Unit
Kerry D. Barnsley, Compliance Attorney, DES Legal Unit
DES Public Information Officer
Lynn Woodard, DES WMD
Thomas Beaulieu, DES WMD
Susan Hanamoto, DES WMD

AAA Realty, LLC
20 Northwestern Avenue, #230
Nashua, NH 03079

**ADMINISTRATIVE FINE
No. AF 04-052**

Re: 2nd Street Car Wash, 763 2nd Street, Manchester
UST ID#0-110152

MOTION TO ACCEPT SETTLEMENT AGREEMENT

NOW COME the Department of Environmental Services, Waste Management Division ("the Division") and AAA Realty, LLC parties to the above-captioned matter, and stipulate to the following:

1. The Commissioner of the Department of Environmental Services ("DES"), is authorized under RSA 146-C:10-a to impose administrative fines of up to \$2,000 per offense for violations of RSA 146-C and Env-Wm 1401 relating to installation, maintenance, operation, and closure of underground storage facilities. Pursuant to RSA 146-C:10-a, the Commissioner has adopted Env-C 607 to establish the schedule of fines for such violations.
2. AAA Realty, LLC ("AAA Realty") is the registered facility owner of three underground storage tank ("UST") systems at the 2nd Street Car Wash facility ("the Facility"), further identified as UST # 0-110152, located on real property at 763 2nd Street, Manchester, NH ("the Property").
3. On September 9, 2004, the Division issued Notice of Proposed Administrative Fine No. AF 04-052 ("the Notice") to AAA Realty seeking fines totaling \$4,900 for violations of New Hampshire Administrative Rule Part Env-Wm 1401.
4. The Notice cited AAA Realty for violating Env-Wm 1401.07(c) by failing to display and permanently affix a permit at the Facility. Pursuant to Env-C 607.02(b) the Division sought a fine of \$100.
5. The Notice further cited AAA Realty for violating Env-Wm 1401.11(a) by failing to maintain accurate stock inventory records for Tank 5 in accordance with RSA 146-C:5 and Env-Wm 1401.11. Pursuant to Env-C 607.05(a) the Division sought a fine of \$500.
6. The Notice further cited AAA Realty for violating Env-Wm 1401.21(l) by failing to display and permanently affix a certificate bearing the Facility's tank information. Pursuant to Env-C 607.02(b) the Division sought a fine of \$100.
7. The Notice further cited AAA Realty for violating Env-Wm 1401.25(d) by failing to properly install and maintain overfill protection equipment on Tanks 5, 6, and 7. Pursuant to Env-C 607.05(j) the Division sought a fine of \$600.

8. The Notice further cited AAA Realty for violating Env-Wm 1401.31(a) by failing to maintain leak monitoring equipment in good working order at all times to continuously perform their original design function for the piping for Tanks 5, 6, and 7 and by failing to perform the annual test for proper operation. Pursuant to Env-C 607.05(d) the Division sought a fine of \$3,000.

9. The Notice further cited AAA Realty for violating Env-Wm 1401.312(c) by failing to test the cathodic protection system for Tanks 5, 6, and 7 within three years of the last test. Pursuant to Env-C 607.04(b) the Division sought a fine of \$600.

10. In order to settle this matter, the Division and AAA Realty have agreed to the terms of this Settlement Agreement ("Agreement"), as set forth herein.

11. Of the proposed fine, in the amount of \$4,900, 20% or \$980 shall be suspended due to AAA Realty's good faith effort to return this facility to compliance. An additional 20% or \$980 shall be suspended due to the Facility's small business status.

12. The suspended portion of the proposed fine, in the amount of \$1,960 is contingent upon AAA Realty maintaining the subject UST facility in compliance with Env-Wm 1401 for a period of two years from the date of the execution of this Agreement. If AAA Realty fails to maintain compliance during the two-year period, the suspended portion of the fine, in the amount of \$1,960 shall become due and payable immediately. If AAA Realty maintains compliance for the prescribed two-year period, the suspended portion of the fine shall be waived.

13. AAA Realty agrees to pay the remaining \$2,940 upon execution of this Agreement by AAA Realty.

14. Payment under Paragraph # 13 and any payment that becomes due pursuant to Paragraph #12 shall be paid by certified check made payable to: "Treasurer, State of New Hampshire" and mailed to:

DES Legal Unit
Attention: Michael Sclafani, Legal Assistant
P.O. Box 95
Concord, NH 03302-0095

15. If any payment is made by check or money order that is returned due to insufficient funds, pursuant to NH RSA 6:11-a, DES may charge a fee in the amount of 5% of the face amount of the check or money order or \$25.00, whichever is greater, plus all protest and bank fees, in addition to the amount of the check or money order, to cover the costs of collection.

16. By executing this Agreement, AAA Realty waives its right to a hearing on or any appeal of the administrative fines identified in the Notice, and agrees that this Agreement may be entered into and enforced by a court of competent jurisdiction.

17. The effective date of this Agreement will be the date on which it is signed by AAA Realty, the Director of the Waste Management Division, and the Commissioner of DES. After that date, this Agreement may be amended only by written agreement signed by both parties and the Commissioner. Any such amendment will become effective on the date on which it has been accepted by the Commissioner.

18. No failure by DES to enforce any provision of this Agreement after any breach or default will be deemed as a waiver of its rights with regard to that breach or default, nor will such failures be construed as a waiver of the right to enforce each and all provisions of this Agreement on any further breach or default.

WHEREFORE, the parties respectfully request the Commissioner to accept the terms of this Agreement by granting this Motion.

Respectfully submitted,

AAA Realty, LLC

COPY

5/20/05

Date

By: Ashoke Rampuria
Duly Authorized

DES Waste Management Division

COPY

6/14/05

Date

Anthony Giunta, P.G., Director

This Motion to Accept Settlement agreement is granted this 15th day of June, 2005.

COPY

Michael P. Nolin, Commissioner
Department of Environmental Services